



Report to the Auburn City Council

Action Item

Agenda Item No. **3**

City Manager Approval

To: Mayor and City Council Members
From: Bernie Schroeder, Director of Public Works
Date: October 14, 2013
Subject: Grant of Easement at Auburn Municipal Airport

The Issue

Shall the City Council approve the Grant of Easement at the Auburn Municipal Airport to Verizon Wireless?

Conclusion and Recommendation

Staff recommends that the City Council, BY RESOLUTION, authorize the City Manager or his designee to approve the Grant of Easement from the City of Auburn to Sacramento-Valley Limited Partnership d/b/a Verizon Wireless and authorize the execution of all related documents.

Background

The City of Auburn was contacted by Verizon Wireless requesting that the City of Auburn grant an easement at the Auburn Municipal Airport to build and maintain a telecommunications facility. The grant of easement would provide ingress and egress for constructing, maintaining, operating and repairing replacing utility lines, cables and conduits to build and maintain telecommunications facility. The telecommunications facility is proposed to be constructed on Nevada Irrigation District property that is contiguous to the Auburn Municipal Airport. The grant of easement is an access road that is accessed off of Shale Ridge Road.

The grant of easement between the City and Verizon Wireless would allow for one-time payment of \$15,000.

Alternatives Available to Council; Implications of Alternatives

1. Proceed with Staff Recommendation
2. Do not proceed with staff recommendation

Fiscal Impact

The grant of easement includes a one-time payment of \$15,000 from Verizon to the City of Auburn Airport Fund.

Attachments: Grant of Easement
Resolution

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") is dated as of the ____ day of _____, 20__, by the City of Auburn, a California municipal corporation (hereinafter "Grantor") and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of certain real property in Placer County, California, legally described in Exhibit "A" attached hereto (the "Property").

WHEREAS, Grantor has agreed to convey to Grantee an easement over, under and across the Property (the "Easement Area"), which Easement Area is set forth in Exhibit "A" and "A-2" attached hereto and depicted on the survey prepared by Geil Engineering for Verizon Wireless for "Auburn Airport Shale Ridge Lane."

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement over, under and across the Easement Area for the purposes of ingress and egress and for constructing, maintaining, operating, repairing and replacing utility lines, cables and conduits to and from the Leased Premises, at Grantee's sole cost.
 - a. Each party shall utilize its estate in a manner which will minimize interference with the other party's use of its estate.
 - b. Upon completion of construction, Grantee shall restore the Easement Area to its pre-existing condition.
2. **Compensation.** Within thirty (30) days after full execution of this Easement by the parties hereto, Grantee shall to pay to Grantor a one-time only payment of Fifteen Thousand Dollars (\$15,000.00) in consideration for entering into this Easement. Non-payment of the one-time compensation within the prescribed time periods shall constitute a default of this agreement as referenced in Section 5 below.
3. **No Permanent Structures.** Grantor hereby covenants for and on behalf of itself, its heirs, successors or assigns, that neither it, nor any of them, shall construct or permit to be constructed, any building or any other permanent structure within the Easement Area, or make any permanent excavation, or permit any permanent excavation to be made within the Easement Area during the term of this Easement.
4. **Term.** The easement, rights, and privileges herein granted shall be for a term coinciding with the initial term of the Lease, including up to four (4) renewals thereof, and shall, without any further action on the part of Grantor or Grantee, terminate immediately upon the termination of said Lease. Upon termination of this Easement for any reason, at Grantor's request Grantee shall execute with acknowledgement and deliver a notice of termination in form suitable for recording in the official records of the County. Upon the expiration of the fourth (4th) renewal (that is, after the expiration of the twenty-fifth (25th) year of the Lease term), this Easement shall automatically terminate; provided, however, that upon the written request of Grantee delivered to Grantor at least six months but not more than nine months prior to the expiration of the 25th year of the Lease, Grantor may, in its absolute discretion extend the term of this Easement for up to five (5) years. Grantee shall reimburse Grantor for its actual, third party costs to review and respond to Grantor's request for extension. If this Easement is not extended after the expiration of the 25th year of the Lease, this Easement shall terminate upon the execution of a notice of termination by City and the recording thereof in the official records of Placer County.
5. **Termination for Default.** Upon Grantee's default hereunder, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantee's default. If Grantee has not cured the default within a reasonable time (but not less than 30 days for a monetary default and 60 days for a non-

monetary default) after receipt of the notice of default, Grantor may terminate this Easement effective immediately upon receipt by Grantee of Grantor's written notice of termination.

6. **Indemnification.** Grantee agrees to indemnify, defend and hold Grantor harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorneys' fees and court costs) resulting from its use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agent. Grantor agrees to indemnify, defend and hold Grantee harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the actions or failure to act of Grantor or its agents, except to the extent attributable to the negligent or intentional act or omission of Grantee or its agent.
7. **Insurance.** Grantee will carry, at its own cost and expense, the following insurance: (i) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (ii) Workers' Compensation Insurance as required by law. Grantee will include the Grantor as an additional insured under its commercial general liability policy. Notwithstanding anything in this Easement, with respect to all loss, damage, or destruction to a party's property (including rental value and business interruption) occurring during the term of this Easement, Grantor and Grantee hereby release and waive all claims (except for willful misconduct) against the other party and its employees, agents, officers, and directors. With respect to property damage, each party hereby waives all rights of subrogation against the other party, but only to the extent that collectible commercial insurance is available for said damage.
8. **Assignment.** Grantee shall not assign and delegate all or any portion of its rights and liabilities under this Easement in connection with any assignment of the Lease, or sublease or license of all or a portion of the Leased Premises, without first receiving Grantor's written consent.
9. **Dominant and Servient Tenements.** This Easement is granted for the benefit of the Leased Premises, and is appurtenant to the Leased Premises. The Leased Premises are the dominant tenement and the Property is the servient tenement.
10. **Entire Agreement.** This Easement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations or representations not expressly set forth in this Easement are of no force and effect.
11. **Binding Effect.** This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee.
12. **Amendments.** Any modification or other termination of this Easement shall become effective only upon the execution by Grantor and Grantee of a written instrument.
13. **Recording.** Grantor agrees to execute a Memorandum of this Easement, and any amended Memorandum of Easement reflecting any material modifications to this Easement, which Grantee may record in the office of the County Clerk of Placer County, California. Grantee shall be responsible for any and all fees for items required by this section.
14. **Other Costs.** Grantee shall be responsible for City staff and legal time and expenses incurred to prepare, review and ratify this grant of easement. Applicable expenses are not to exceed \$1,500, which amount must be deposited with the Finance Director prior to the execution of this grant of easement. Further, Grantee is solely responsible for costs associated with obtaining any required permits necessary to obtain approval for this grant of easement.

IN WITNESS WHEREOF, this Grant of Easement has been executed and delivered as of the day and year first above written.

GRANTOR:

City of Auburn, a California municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

Sacramento-Valley Limited Partnership

d/b/a Verizon Wireless

By AirTouch Cellular, Its General Partner

By: _____

Name: Walter L. Jones, Jr.

Title: Area Vice President Network

Date: _____

EXHIBIT "A"

GRANT OF EASEMENT PREPARED BY GEIL ENGINEERING

An easement for road and utility purposes being a portion of the Northeast quarter of the Northwest quarter of Section 28, Township 13 North, Range 8 East, MDM located in the City of Auburn, Placer County California and lying North and West of the following described line:

Beginning at a point on the North-South centerline of the aforementioned Section 28 which bears South 0°03'20" West 30.00 feet from the North quarter corner of said Section 28; thence from said point of beginning parallel to and 30.00 feet south of the North line of said Section 28 South 89°58'40" West 1146.82 feet to a curve to the left having a radius of 125.00 feet and a central angle of 89°53'00"; thence along said curve to the left 196.10 feet; thence South 00°05'40" West 1169.56 feet more or less to the South line of the Northeast quarter of the Northwest quarter of Section 28, Township 13 North, Range 8 East, MDM.

Also together with an easement for road and utility purposes over and across the North 30.00 feet of the West 60.00 feet of the Northwest quarter of the Northeast quarter of Section 28, Township 13 North, Range 8 East, MDM located in the City of Auburn, Placer County California

GEIL ENGINEERING
ENGINEERING • SURVEYING • PLANNING

1228 HIGH STREET
AUBURN, CALIFORNIA 95603

phone: (530) 885-0426
fax: (530) 823-1309

EXHIBIT A

EXHIBIT "A-2"

PREPARED BY GEIL ENGINEERING

(E) 30' N.I.D. EASEMENT
PER 1672/OR/422
(P) 30' VERIZON WIRELESS
ROAD & UTILITY EASEMENT
REITMAN
2451/O.R./681

NOLAND
2001-0011469

N.I.D.
1359/O.R./488
APN: 076-
470-024

S 89°58'40" W
1146.85'

R = 125.0'
D = 89°53'00"
L = 196.10'

P.O.B.

30.00'

60.00'

CITY OF AUBURN
2004-0112849

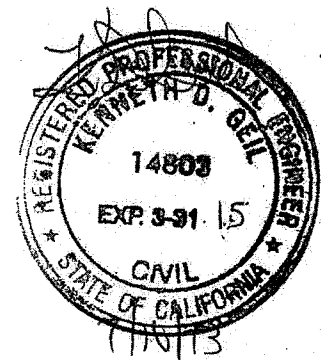
NE 1/4, NW 1/4
SEC. 28, T.13 N., R.8 E.,
M.D.M.

CITY OF AUBURN
2004-0112849

PTN. NW 1/4, NE 1/4
SEC. 28, T.13 N., R.8 E.,
M.D.M.

(E) 50.0 ROAD & UTILITY ESMT.
PER 1614/OR/38
(P) VERIZON WIRELESS 50'
ROAD & UTILITY EASEMENT

S 00°05'40" W
1169.56'



GEIL ENGINEERING
ENGINEERING • SURVEYING • PLANNING

1226 HIGH STREET
AUBURN, CALIFORNIA 95603

phone: (530) 885-0426
fax: (530) 823-1309



SCALE 1" = 400'

EXHIBIT A-2

RESOLUTION NO. 13-

RESOLUTION AUTHORIZING TO RECORD A GRANT OF EASEMENT TO
SACRAMENTO-VALLEY LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS AT
THE AUBURN MUNICIPAL AIRPORT

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby authorize the
City Manager or his designee to approve the Grant of Easement from the City
of Auburn to Sacramento-Valley Limited Partnership d/b/a Verizon Wireless
and authorize the execution of all related documents.

DATED: October 14, 2013

Kevin Hanley, Mayor

ATTEST:

Stephanie L. Snyder, City Clerk

I, Stephanie L. Snyder, City Clerk of the City of Auburn, hereby certify
that the foregoing resolution was duly passed at a regular session meeting of
the City Council of the City of Auburn held on the 14th day of October 2013 by
the following vote on roll call:

Ayes:

Noes:

Absent:

Stephanie L. Snyder, City Clerk

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